



# CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Computerized Maintenance Management System (CMMS) Software Purchase and Installation to CarteGraph Systems, Inc., of Dubuque, Iowa **(\$28,441)**

MEETING DATE: November **5, 2008**

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for Computerized Maintenance Management System (CMMS) software and installation to CarteGraph Systems, Inc., of Dubuque, Iowa, in the amount of \$28,441.

BACKGROUND INFORMATION: The State Water Resources Control Board adopted an order in 2006 that regulates all public collection systems with more than one mile of pipeline. The order requires agencies to document and record wastewater operations and maintenance activities. For a utility of Lodi's size, this requires a level of detail that can only be effectively managed using CMMS software. Compliance with the order is also a provision of the City's Waste Discharge Permit for the White Slough Water Pollution Control Facility.

The Water Services Division anticipated the purchase of CMMS software in the Fiscal Year 2008/09 budget and will implement the system by spring 2009. This type of system facilitates better scheduling of work, improves tracking capabilities, and provides the ability to monitor the performance of the preventive maintenance program to meet the order's objectives.

Although required by State order for the wastewater collection system, this software will improve operations efficiency and asset management for the water system as well. In addition, this software will be configured to manage the City's water meter program at no additional software cost.

Staff researched the products of three companies that provide CMMS software. Of those studied, the software offered by CarteGraph Systems, Inc., contained the features and expandability that best fit the Department's needs and budget. The contract amount is \$28,441 and the total project cost is expected to be \$35,000, which includes an allowance for extraordinary installation costs, system configuration, and staff training.


FISCAL IMPACT: In addition to the initial software costs, implementation of this planned project will save cost through improved operational efficiency of the Water Services Division, the effectiveness of the wastewater collection system preventive maintenance program, and the reduced risk of sanitary sewer/system overflows and potential fines.


APPROVED:

  
Blair King, City Manager

## Page 2

Wastewater Operating Budget (170401)	\$17,500
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Kirk Evans, Budget Manager

  
F. Wally Sandelin  
Public Works Director

FWS/CS/KG/dsg

cc: D. Stephen Schwabauer, City Attorney  
F. Wally Sandelin, Public Works Director  
Charles E. Swimley, Jr., Water Services Manager  
Frank Beeler, Water/Wastewater Superintendent  
Kevin Gaither, Water Services Technician

# CarteGraph

Better Government

City of Lodi, CA

Software and Services Agreement C0809003

with CarteGraph Systems, Inc.

CarteGraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003  
800.688.2656 | 563.556.8120  
[www.cartegraph.com](http://www.cartegraph.com)



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**PROPRIETARY INFORMATION:** The City of Lodi acknowledges that all materials and documents associated with this project are proprietary in nature. This specifically includes pricing information, training materials and consulting documents as described. The City of Lodi further agrees not to copy or otherwise make mailable such materials outside of the City of Lodi and its divisions and departments without the prior written consent of CarteGraph Systems, Inc., except as required by law.

## Software and Services Agreement

THIS AGREEMENT is made and entered into between City of Lodi, hereinafter referred to as “**Customer**” or “**Licensee**,” whose address is City of Lodi, 1331 South Ham Lane, Lodi, CA 95242-3995, and CartEGraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as “**CartEGraph**.”

## Scope of Project

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### Software Subscription Licenses & Maintenance

**CARTEGRAPH** shall provide and deliver licenses to use the Software Products and in the quantities listed in *Software and Services Provided*. Software Products are developed and supported products available from **CartEGraph**. **CartEGraph** will provide these Software Products to **Customer** in their standard form and at the most current generally available release version level published at that time of installation.

**CartEGraph** software is currently supported within the following:

WORKSTATION PLATFORM: Windows 2000 edition, XP Professional, Vista Business Ultimate. Supported operating systems will be listed on CartEGraph’s web site. (<http://www.cartegraph.com>)

DATABASE: Access, SQL 2000, SQL 2005 (Express, Workgroup, Standard, and Enterprise), Oracle 9.i, Oracle 10.g.

**CartEGraph** software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. **CartEGraph** will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

### Maintenance

Services And Products Covered: This Agreement applies to the Software Products listed in *Software and Services Provided*. During the term of this Agreement, **CartEGraph** will provide the following services or products as part of this Agreement

- 1) Technical Support: **Customer** will receive unlimited toll-free support via phone, fax or e-mail through the CartEGraph Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 800-688-2656, ext. 6200 ([support@cartegraph.com](mailto:support@cartegraph.com)).
- 2) All updates and upgrades to licensed products for the term of the maintenance agreement.
- 3) All benefits, products, services, and WebEx training sessions available at the customer only Client Support Center web site at [www.cartegraph.com](http://www.cartegraph.com).

### Term

Initial Software Subscription Licenses & Maintenance shall be in effect for the Initial Term of twelve (12) months from the Initial Term Start Date through the Initial Term End Date for each Software License. Annual Software Licenses shall automatically renew at the end of the Initial Term for unlimited, successive 12-month Renewal Terms. **Licensee** may terminate Software Licenses at the end of the Initial Term or any subsequent Renewal Term by notifying **CartEGraph** in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

### Project Services

**CartEGraph** shall provide the following Project Services to implement and deploy the Software Products.

**CartEGraph** shall be responsible for the timely performance of all Project Services and warrants that all professional and technical services provided to **Customer** pursuant to this Agreement shall be of good and

workmanlike quality and will meet or exceed standards of similar professional services within the industry. **CartêGraph** makes no further warranty, representation or promise not expressly set forth in this Agreement.

- 1) **Application Installation Services:** **CartêGraph** will provide through Internet access<sup>1</sup>, expert technical resources to work with **Customer's** Information Systems personnel to install and configure the Software Products in **Customer's** database environment. Service assumptions include:
  - a) **Customer** will purchase and install the database software but **CartêGraph** will configure **Customer's** SQL database.
  - b) Database replication/synchronization is not required.
  - c) **Customer** IT staff will be present and available at all times during Installation.
  - d) **Installation Components** include:
    - i) **Pre-Installation:** **CartêGraph** will confirm remote access to ensure appropriate connectivity, confirm Administrator client connection to network environment, conduct system parameter review to ensure environment and required topology meet or exceed **CartêGraph** hardware recommendations, and install and configure the required application License Server.
    - ii) **Suite Installation:** **CartêGraph** will stage one (1) Administrator PC client and one (1) User PC client with the appropriate Software Products and provide knowledge transfer to allow **Customer** to stage and maintain any remaining PC clients, will format **Customer** database for appropriate Software Product database structure with the database standard Administrator security role, will update **Customer's** License Server with Software Product License codes, and will provide recommendations for database maintenance.
- 2) **Database Security Services:** **CartêGraph** will deploy database security based on the standard roles included with the current version of software. **CartêGraph** and the **Customer** will determine the timing of the one-time Security deployment. For each Software Product, **CartêGraph** will create **CartêGraph** standard Administrator, Power User, User, and Read-only SQL security groups and/or roles<sup>2</sup> and create one user ID assigned to each of the groups and will provide a knowledge transfer that will allow **Customer** to create and maintain security records. Additional configuration service is available on request.
- 3) **Data Services:** **CartêGraph** will provide conversion services and assistance in moving **Customer's** current data from an Access database into SEWERview and WATERview database tables in a Production environment. Data includes parent and child event data and also account data. This process may require the normalization (standardization) of data, which is the responsibility of **Customer**, but will be guided by **CartêGraph** Consultants to help ensure the successful completion of the normalization. **Customer** will be granted thirty days upon receipt and load of the converted data in which to review the data. If, within the thirty days, any discrepancies are found between the agreed-upon conversion specifications to be mutually developed and the actual data delivered, **CartêGraph** will correct the data at no additional charge.

Source File(s):	Source Table Name(s) or Description:	Approx. No. of Records:
FH	Water Hydrants	2,462
FH GEO	Water Hydrant Coordinate Data	2,467
Grease Traps	Grease Traps - includes Account data	156
Paid Meters	Meters - includes Account data	3,709
tblWValve	Water Valves	6,356
tblWValveCoord	Water Valves Coordinate Data	6,356

<sup>1</sup> CartêGraph utilizes Microsoft's LiveMeeting Internet services for delivery of all remote products. For more information regarding LiveMeeting, please visit: <http://www.microsoft.com/uc/livemeeting/>.

<sup>2</sup> Deployment of security groups and/or roles is dependent upon Customer's preferred method of server authentication. i.e.: Windows authentication versus SQL authentication.

WW_MH	Waste Water Manhole	<b>3,316</b>
WW_Pipe	Waste Water Pipe	<b>3,771</b>
	Approximate number of all records:	<b>28,593</b>

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- b) Term of Agreement: Database Security Support shall be in effect for 30 days' after first deployment of the Database Security Installation component.
- c) Services Not Covered: If new database structure or security groups or roles are added by **Customer** that adversely affect **Customer** database security, then work requested or required of **CartêGraph** to remedy **Customer's** database security will be delivered and billed under the terms of Additional Services.

## Project Assumptions

Project Services are based on the following assumptions:

- 1) Project Services noted as daily units shall be delivered at the facilities listed below.

Location:	City of Lodi 1331 South Ham Lane Lodi, CA 95242-3995
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- 2) Project Services are **CartêGraph's** not to exceed estimates or fixed fee quotations (see *Software and Services Provided*) based on projects of similar size and scope and on **Customer's** assumption of designated responsibilities.

## Customer Responsibilities

**Customer** accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of **Customer** resources, and management of **Customer** project tasks is the responsibility of **Customer**. **Customer** will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the **CartêGraph** obligations listed under the *Scope of Project* section, **Customer** understands that it is vital to the success of the project that **Customer** provides assistance in the following matters:

- 1) For those services listed under *Project Services*, **CartêGraph** personnel will conduct information gathering and evaluation sessions with various **Customer** users and management. While **CartêGraph** respects the time and workload of **Customer** staff, dedicated time on the part of the appropriate **Customer** resources is necessary to complete these exercises.
- 2) The installation process requires the periodic assistance of **Customer** personnel and suitable access to hardware and systems (e.g., security clearance). **Customer** is encouraged to supervise the installation process while systems are accessible to **CartêGraph**. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of **CartêGraph** Project Services will not be impeded.
- 3) **Customer** understands that the successful performance of Project Services depends upon **Customer** fulfilling its responsibilities. The Project assumes that **Customer** will provide all personnel required to achieve a successful installation.
- 4) **Customer** shall install and network its own hardware and communications and this will not affect the timing or the delivery of **CartêGraph** services.
- 5) **Customer** will provide Internet access and IT staff support as required.

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<sup>1</sup> Annual Database Security Support Service fees are available upon request.



## Project Investment

**Customer** will compensate **CartêGraph** for the Software Licenses & Maintenance, Project Services, and Expenses provided pursuant to this Agreement in the amount listed below.

Software and Services Provided			
SOFTWARE LICENSES & MAINTENANCE (Licensed for use with SQL database)	Concurrent Licenses	Purchase Type	Lic. & First Year Maint.
CARTêflex <sup>1</sup> Software Subscription	3	subscription License	\$9,000.00
CALLdirector Software Subscription	5	Subscription License	\$2,500.00
PROJECT SERVICES	Units	Unit Type	Total
Application Installation Services	1	Fixed	\$500.00
Database Security Services	1	Fixed	Included
Data Services – Q#1255 – Convert Access data and move to SEWERview & STORMview	1	Fixed	\$2,300.00
Implementation Services			
Remote	44	Hours	\$5,500.00
Customer Site	4	Days	\$5,800.00
<b>SUBTOTAL</b>			<b>\$25,600.00</b>
ESTIMATED EXPENSE?			\$1,950.00
CA SALES TAX (7.75%)			\$891.25
<b>TOTAL PROJECT COST</b>			<b>\$28,441.25</b>

**Additional Services.** In the event it becomes apparent to **CartêGraph** that service efforts detailed in the Agreement will be exceeded due to any changes in the scope of services required, **CartêGraph** will notify **Customer** prior to exceeding the approved efforts. **CartêGraph** will also provide such additional professional services, including consultation services, customization, data conversion, integration services and training sessions, as may be requested by **Customer**. In either event, such services shall require advanced written quotation from **CartêGraph** and approval from **Customer**.

Additional Services are available to **Customer** at the rate of \$150 per hour for remote services. **CartêGraph**'s onsite service rate is \$1,450 per day plus travel expenses. All onsite services require a two-day minimum.

<sup>1</sup> CartêGraph Concurrent User Licensing provides access to the CartêGraph Software Products as listed. Each user to the system uses one license for each Software Product that is active on the desktop.

BRIDGEview	MARKINGview	SIGNview	GEODATAconnect (enterprise geo-dbase)
CALLdirector	PAVEMENTview	STORMview	GEODATAconnect (personal geo-dbase)
WORKdirector	PAVEMENTview Plus	VERSAtools	GISdirector
LIGHTview	SEWERview	WATERview	SIGNALview

<sup>2</sup> **CartêGraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.

## Payment Terms and Conditions

In consideration for the Services and Products provided by **CarteGraph** to **Customer**, **Customer** agrees to pay **CarteGraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

- 1) **Delivery:** Software Products shall be licensed upon acceptance of this Agreement and Maintenance services will begin upon licensing of the Software Products. Project Services will be scheduled and delivered upon your acceptance of this Agreement, which will be considered as your notification to proceed.
- 2) **Invoicing:** Invoicing for any given Software Product shall occur upon delivery. Invoicing occurs monthly for Project Services as they are incurred on the project. Partial billings on fixed fee costs will be invoiced monthly as incurred.
- 3) **Expenses:** In providing the services included in this agreement, **CarteGraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
- 4) **Payment Terms:** All payments are due Net 30 days from date of invoice.

## General Terms

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This Agreement takes precedence over all attachments in the event of conflicting terms and conditions.

The terms and conditions of any and all Exhibits and Attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement, together with all Exhibits and Attachments hereto, constitute the entire Agreement between the parties and supersedes all previous Agreements including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

- 1) **Limitation Of Liability:** Except for damages resulting from bodily injury or patent or copyright infringement, each party's total liability to the other for damages under this Agreement shall not exceed the total amount of this Agreement. Liability arising out of bodily injury, contract, breach of warranty, or claims by third parties or otherwise, shall not in any event exceed the limits of **CarteGraph**'s commercial general liability insurance coverage with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000. Neither party shall be liable to the other for any loss of profits, loss or inaccuracy of data, or for any special, incidental or consequential damages (including without limitation the cost of any substitute procurement) arising from this Agreement, even if such party had been advised of the possibility thereof. No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of the action has occurred, except that an action for non-payment may be brought at any time.
- 2) **Disclaimer of Warranties:** **CarteGraph** makes no warranty, representation or promise not expressly set forth in this Agreement. **CarteGraph** disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.
- 3) **Insurance:** **CarteGraph** carries commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. **CarteGraph** agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of **CarteGraph** employees or subcontractors.
- 4) **Relationship of the Parties:** **CarteGraph** and Customer are independent of each other. This Agreement does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. **CarteGraph** is an independent contractor, customarily engaged in the performance of similar services for other parties.
- 5) **Severability:** The terms and conditions of this Agreement are severable. If any term or condition of this Agreement or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.
- 6) **Transfer of Agreement:** **CarteGraph** shall not transfer or assign any of its rights or obligations under the agreement to any other party without the prior written consent of Customer, which consent may not be unreasonably withheld.
- 7) **Notices:** All notices or communications required or permitted as a part of this agreement shall be in writing and shall be delivered at the address set forth in this Agreement.
- 8) **Attorney's Fees/Legal Proceedings:** In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.

All undelivered Project Services shall expire 365 days from the signing of this Agreement.

The parties, each acting under due and proper authority, have executed this Agreement as of the day, month and year written below:

CITY OF LODI  
P.O. Box 3006  
Lodi, CA 95241-1910

By

\_\_\_\_\_  
Blair King, City Manager

Date': \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney

CARTÉGRAPH SYSTEMS, INC.  
3600 Digital Drive  
Dubuque, Iowa 52003

By

\_\_\_\_\_  
Mark Weber, CFO

Date': \_\_\_\_\_



\_\_\_\_\_  
<sup>1</sup> For this Agreement to be effective and binding, the City of Lodi and CartéGraph must authorize this Agreement within thirty (30) business days of each other.

RESOLUTION NO. 2008-208

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT FOR COMPUTERIZED MAINTENANCE  
MANAGEMENT SYSTEM SOFTWARE PURCHASE AND  
INSTALLATION

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WHEREAS, the State Water Resources Control Board adopted the Statewide General Waste Discharge Requirement Order No. 2006-0003 (Order) on May 2, 2006, and the Order requires that all public collection systems comprised of more than one mile of pipeline be regulated; and

WHEREAS, the purpose of the Order is to facilitate proper funding and management of sanitary sewer systems statewide and requires agencies to document and record operations and maintenance activities, which requires a level of detail that can only be effectively managed using Computerized Maintenance Management System (CMMS) software for a utility of Lodi's size. Compliance with the Order is also a provision of the City's Waste Discharge Permit for the White Slough Water Pollution Control Facility; and

WHEREAS, the Water Services Division budgeted for the purchase of CMMS software for Fiscal Year 2008-09 and will fully implement the system by the spring 2009; and

WHEREAS, staff researched the products of three companies that provide computerized maintenance management systems software. Of those studied, the software offered by CarteGraph Systems, Inc., of Dubuque, Iowa, contained the features and expandability that best fit the Division's needs and budget.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for CMMS software and installation to CarteGraph Systems, Inc., of Dubuque, Iowa, in the amount of **\$28,441**; and

BE IT FURTHER RESOLVED that the City Council does hereby approve up to \$35,000 for the project to allow for unforeseen costs associated with the installation, configuration, and staff training.

Dated: November 5, 2008

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I hereby certify that Resolution No. 2008-208 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 5, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Hansen, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk